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A G R E E M E N T

BETWEEN

BOROUGH OF HAMBURG

AND

HAMBURG POLICE OFFICERS ASSOCIATION

JANUARY 1, 1990 through DECEMBER 31, 1992

LAW OFFICES:

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ARTICLE I - RECOGNITION

The Borough of Hamburg recognizes the Hamburg Police Officers Association, hereinafter referred to as the "Association", as the exclusive bargaining representative of the Police officers within the Hamburg Police Department, excluding Chief of Police.

ARTICLE II - MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, assignment, promotion and transfer.

3. To suspend, demote, discharge or take disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited

only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 & 40A or any other federal or state laws.

ARTICLE III - EMPLOYEE RIGHTS

A. The Borough will not intimidate, discriminate against or coerce any member of the employee unit for its participation or activity relating to contract negotiations or unit participation in related areas of the collective bargaining process.

B. In all matters discussed with Borough Officials pertaining to this Agreement, a member of the unit may have representation by the Association and/or legal representation at said discussions.

C. In administrative investigative matters in which the Borough officials or Police Department Officials may take disciplinary steps, the individual member involved shall have representation as stated in subsection B herein.

D. Under no circumstances will an employee be required to undertake a polygraph examination in conjunction with any aspect of his employment.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without utilization of the Grievance Procedure herein.

B. Definitions

The term "Grievance" as used herein means any controversy arising over the interpretation; application or alleged violation of the terms and conditions of this agreement and regulations an/or policies affecting working conditions and may be raised by any employee covered by this Agreement, the Association or the Borough.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, with the exception of the Borough initiated grievances which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE: The aggrieved shall institute action under the

provisions hereof within the ten (10) calendar days after the event giving rise to the grievance has occurred or knowledge of said event and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief, or his designee, shall render a written decision within five (5) days after receipt of the grievance.

STEP TWO: If the grievance is not settled at the first step, the grievance may make a written request for a second step meeting within five (5) days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within seven (7) calendar days after the request, or for such time as is mutually agreeable. Said second step meeting shall be between the Police Commissioner and the Chief with the grievant. The Police Commissioner's answer to the second step shall be delivered to the grievance committee within seven (7) calendar days after the meeting. This answer shall be in writing.

STEP THREE: If the aggrieved is not satisfied with the handling or result of the grievance on the second level, he may, within five (5) calendar days, notify the Borough Council that he wishes to have them rule on the aggrieved matter. A hearing shall be held within fifteen (15) days by the Borough Council after the receipt of the grievance. At such meeting the aggrieved may appear. The Borough Council's answer to the third step shall be delivered in writing to

the grievant within seven (7) calendar days after said meeting.

STEP FOUR: Should the aggrieved person be dissatisfied with the decision of the Borough Council, such person may file with the Public Employment Relations Commission in accordance with the Commission's Rules and Regulations for appointment of a Grievance Arbitrator.

D. Borough Grievances

Grievances initiated by the Borough shall be filed directly with the Association President within ten (10) calendar days after the event giving rise to the grievance which occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Borough and the Association in an earnest effort to adjust the difference between the parties.

ARTICLE V - HOURS AND OVERTIME

A. All members of the Police Department are required to work a ten (10) hour tour, forty (40) hour work week on a shift basis, Monday through Sunday inclusive, in a schedule approved by the Police Chief. In times of emergency as called by the Chief of Police, all members of the Department are subject to recall unless they are on sick leave. The Employer, by agreeing to this work schedule for the term of this Agreement, does not waive its right to contend at the conclusion of the term of this Agreement that the work schedule is within the employer's prerogative.

B. All officers shall be compensated at the rate of time and one-half pay based upon actual hours worked beyond the normal workday

or work week. This time shall include, but is not limited to, time spent in Criminal, Municipal or Civil, Domestic Relations/Juvenile Court for the express interest of the officers duty in relation to his function as a witness or under subpoena.

ARTICLE VI - HOLIDAYS

A. The following paid holidays shall be recognized at straight time for all officers:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	Christmas Day
Washington's Birthday	Independence Day
Good Friday	Labor Day
Memorial Day	Choice Day
Veteran's Day	General Election Day

B. In addition to the recognized Holidays in Section A, above Police personnel covered by the terms and conditions of this agreement are granted four (4) personal days with pay at straight time rate.

C. Additional holiday pay will be computed at a rate of time and one-half for all hours worked on a recognized holiday by a member of the bargaining unit.

D. Payment for holidays shall be at the end of the month in which the holiday occurs pursuant to a voucher submitted by the employee at the applicable rate.

ARTICLE VII - VACATIONS

A. Officers shall be entitled to the following paid vacation schedule based upon cumulative years as an employee salaried by the Borough of Hamburg:

First Year	8 workdays (prorated for calendar year)
After first year	8 workdays
After 2d to 5th year	13 workdays
6th to 12th year	18 workdays

B. Vacation allowance must be taken during the current calendar year, at such time as permitted or directed by the Chief of Police, unless the Chief determines that it cannot be taken because of pressure of work. In that case, any unused vacation may be carried forward into the next year.

C. Any sick time used in conjunction with vacation time must be reported and verified as specified in Section C and D, Article VIII.

ARTICLE VIII - SICK LEAVE

A. Service Credit for Sick Leave

1. All Police Officers shall be entitled to sick leave with pay based upon their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to a contagious disease, or for the attendance of the employee upon the member of the family who is ill.

3. Sick leave shall not include any extended period where the

employee serves as a nurse or housekeeper during this period of illness.

B. Amount of Sick Leave

1. Sick leave with pay shall be given to any full time police officer at the rate of seven (7) full days per year.

2. These days shall be accumulated to the employee's credit from year to year to be used if and when needed for such purpose listed above, which accumulation shall not exceed twenty (20) days.

3. Unused days may be paid in full prior to December 15, and not accrued to the next year, at the employee option.

4. Once sick time is accrued to the next year it can no longer be cashed in.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Chief of Police or his designee shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time

a. Failure to so notify his supervisor may be cause for denial of the use of sick leave for the absence and constitutes cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3)

or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

a. An employee who shall be absent on sick leave for periods totaling seven (7) days in one calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less which case only one certificate shall be necessary for a period of six (6) months.

b. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health is required.

3. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his return will not jeopardize the health of other employees.

E. The Borough shall continue to maintain the existing compensation/disability program and agrees to study with the intent to adopt, a program better suited to the needs of the Police Department personnel.

ARTICLE IX - INSURANCE BENEFITS

The Borough agrees to continue to provide the currently effective insurance programs throughout the year 1990. Effective January 1, 1991, the parties shall reopen negotiations for purposes of improving insurance benefits and shall retain all rights incident to collective bargaining. In any event, the employees covered by this Agreement shall not receive any less insurance benefits than the other employees of the Borough throughout the term of this Agreement.

ARTICLE X - PENSION PLAN

A. The Borough shall contribute the appropriate portion of the sum necessary to provide full pension and insurance benefits available through the PERS Retirement Plan for each full time employee.

B. The Borough agrees to do a feasibility study in regard to changing the pension plan for police officers to the Police and Fireman's Retirement System of New Jersey, which Study shall be completed no later than January 1, 1991, a copy of which shall be given to the Association.

ARTICLE XI - PROFESSIONAL DEVELOPMENT

A. All members of the Police Department will be allowed an equal opportunity for available police related schools, seminars and courses subject to the Borough's ability to obtain available openings in such courses. Decisions concerning attendance at such schooling

shall be reasonably determined by the Chief of Police and shall be based on the length of service and the nature of the schooling. Costs connected with such training shall be provided by the Borough.

B. When authorized by the Chief of Police, officers required to use personal vehicles in the pursuit of proper and necessary Borough business shall be entitled to receive twenty (\$.20) cents per mile to cover the miles traveled portal to portal. The Borough agrees to also reimburse the officer for any expenses due to tolls and/or parking. Meal expenses for other than normal duty related requirements shall be paid at the following rate and scale: Lunch \$5.00 - Dinner \$10.00.

ARTICLE XII - SALARY GUIDE

A. The following salary guide shall be in effect for the new Police Officers during the life of this Agreement:

		<u>1990</u>	<u>1991</u>	<u>1992</u>
Step 1 (Hire)	20,000	\$21,400	\$22,604	\$23,818
Step 2	22,500	24,075	25,520	26,795
Step 3	25,000	26,750	28,355	29,773
Step 4	27,500	29,425	31,191	32,750
Step 5 (Max.)	30,000	32,100	34,026	35,727
Sergeant	30,750	32,903	34,877	36,620
Lieutenant	31,500	33,705	35,727	37,514

Effective January 1, 1990, for purposes of the salary schedule above, employees governed by this Agreement shall be placed on the

salary guide at the step corresponding to the employees current 1990 salary. Thereafter, each employee shall move one step on the guide upon his annual anniversary date until maximum salary is achieved.

Employees assigned to the Detective Division shall receive a \$1,000.00 annual sum paid within the employee's periodic paycheck.

ARTICLE XIII - CLOTHING ALLOWANCE

A. All members of the Police Department that are full time officers shall be granted Six Hundred (\$600.00) Dollars per year as clothing allowance payable by voucher as needed.

B. The Borough will assume the expense of uniforms brought about by change of style or color or damage incurred in the line of duty. This expense shall be over and above the uniform allowance as per Section A.

C. The Borough agrees to provide cleaning and maintenance of uniforms, said cleaning and maintenance will be paid by voucher.

ARTICLE XIV - BEREAVEMENT LEAVE

In case of death in the immediate family, reasonable proof shall be required. Employees will be entitled to three (3) work days off with pay, for a death in the immediate family.

ARTICLE XV - SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid

by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI - FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and full understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or signed this Agreement.

B. The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the Hamburg Police Officers which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, and conditions of employment applicable to any Police Officer pursuant to any rules, regulations, instructions, directive, memorandum, statute or

otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XVII - DUES CLAUSE

If a regular police officer fails to remit his annual dues, fees and assessments to the Association before March 31 of each year, the Association shall submit a request to the Hamburg Borough Treasurer to send an amount equal to eighty-five (85%) percent of the annual dues, fees and assessments for regular membership to the Association. Said deduction shall come from and appear on the next pay check due the delinquent employee. The employee agrees that he shall have no voting privileges until such time as the remaining amount or any and all delinquent dues are remitted to the Association.

ARTICLE XVIII - TERMINATION NOTICE

The Borough of Hamburg will require thirty (30) days notice of intent to terminate said employment by any full time officer.

ARTICLE XIX - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1992 without any reopening date. All benefits of this agreement shall be retroactive to January 1, 1990 unless specified otherwise. This agreement shall continue in full force and effect from year to year thereafter until a successor agreement is executed.

IN WITNESS WHEREOF, the parties hereto set their hands and seals
in the Borough of Hamburg, County of Sussex and the State of New
Jersey on this 6th day of August, 1990.

HAMBURG POLICE OFFICERS
ASSOCIATION

By: Thomas P. Brown

By: Carol Dourna

ATTEST:

Catherine J. Jera

BOROUGH OF HAMBURG
SUSSEX COUNTY, NEW JERSEY

By: Ray Singer

By: Mayor

ATTEST:

Catherine J. Jera